

Exhibit 6

1
2 UNITED STATES DISTRICT COURT
3 SOUTHERN DISTRICT OF NEW YORK

4 - - - - -x

5 BENJAMIN ASHMORE,

6 Plaintiff,

7 -against-

11 Civ 8611
(JMF)

8 CGI GROUP, INC. AND CGI FEDERAL
9 INC.,

10 Defendants.
11
12 - - - - -x

13 DEPOSITION of SHAWN STEEN, taken by
14 Plaintiff, pursuant to Notice, held at the
15 offices of Kaiser, Saurborn & Mair, P.C., 111
16 Broadway, New York, New York, on Thursday, July
17 25, 2013, commencing at 1:38 p.m., before
18 Margaret M. Harris, a Shorthand (Stenotype)
19 Reporter and Notary Public within and for the
20 State of New York.
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A P P E A R A N C E S:

KAISER, SAURBORN & MAIR, P.C.
Attorneys for Plaintiff
111 Broadway
New York, New York 10006

BY: DAVID N. MAIR, ESQ.

BOND SCHOENECK & KING
Attorneys for Defendants
111 Washington Avenue
Albany, New York 12210-2211

BY: STUART KLEIN, ESQ.

P R E S E N T:

Marybeth Carragher
Benjamin Ashmore

1
2 IT IS HEREBY STIPULATED AND
3 AGREED that the filing and sealing of
4 the within deposition be, and the same
5 are hereby waived;

6 IT IS FURTHER STIPULATED AND
7 AGREED that all objections, except as
8 to the form of the question, be and
9 the same are hereby reserved to the
10 time of the trial;

11 IT IS FURTHER STIPULATED AND
12 AGREED that the within deposition may
13 be sworn to before any Notary Public
14 with the same force and effect as if
15 sworn to before a Judge of this Court;

16 IT IS FURTHER STIPULATED that
17 the transcript is to be certified by
18 the reporter.
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1
2 S H A W N S T E E N, called as a witness,
3 having been first duly sworn/affirmed by
4 Margaret M. Harris, a Notary Public within
5 and for the State of New York, was examined
6 and testified as follows:

7 EXAMINATION

8 BY MR. MAIR:

9 Q Good afternoon, Mr. Stein. My
10 name is David Mair. I represent Benjamin
11 Ashmore in this lawsuit against CGI.

12 I'm going to be taking your
13 deposition this afternoon, which is essentially
14 going to involve me asking you a series of
15 questions which you're then going to answer.

16 A Okay.

17 Q A couple of rules for the
18 deposition. If at any point in time you don't
19 hear my question properly or you don't
20 understand it, I'd like you to let me know and
21 I'll either repeat it or rephrase it as
22 appropriate.

23 In order to make sure we get an
24 accurate transcript, we need to try to let one
25 another finish. So I'll try to let you finish

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Steen

your answer before I ask my next question and even if you anticipate my question halfway through, if you can just wait until the end of it so we can get it down on the record before you answer, that would be helpful.

So if you can try to verbalize all of your answers instead of nodding or shaking your head or gesturing, then that again is going to help us get an accurate transcript here.

What is your full name?

A Shawn Donal Steen.

Q And by whom are you currently employed?

A CGI Federal.

Q How long have you been employed by CGI?

A It will be 13 years in August.

Q So you joined in 2000?

A August of 2000, correct.

Q And am I correct that at that point you joined a predecessor corporate entity of CGI?

A Correct. It was Orion

1 Steen

2 Consulting.

3 Q And Orion then become something
4 else which then became CGI?

5 A Correct. It was IMR Global
6 acquired Orion, and CGI acquired IMR Global.

7 Q But you have been continuously
8 employed by one of those entities since August
9 of 2000?

10 A Yes.

11 Q And what is your current title?

12 A Director of consulting.

13 Q I'm going to come back to CGI in
14 a minute, but I want to start off with some
15 background questions.

16 Can you give me an overview of
17 your formal education?

18 A Yes.

19 I have an undergraduate degree
20 from The Ohio State University.

21 Q What was the degree in?

22 A Sociology, with a minor in
23 criminal justice.

24 Q And what year did you get that
25 degree?

1 Steen

2 A '94, 1994.

3 Q Any other post high school formal
4 education?

5 A No.

6 Q Did you have any significant work
7 experience before graduating from Ohio State?

8 A I had worked for Huntington Banks
9 while I was going through school.

10 Q That was a job while you were
11 attending Ohio State?

12 A While I was in school, correct.

13 Q After graduating, what was your
14 first job?

15 A I went to Huntington Banks.

16 Q In 1994?

17 A Yes.

18 Q What was your job there?

19 A I was an investment assistant.

20 Q How long did you work for
21 Huntington Bank?

22 A About three years, that's an
23 estimate, but it was around three years.

24 Q So approximately '94 to '97?

25 A Correct.

1 Steen

2 Q Did you have any other positions
3 while you were there?

4 A No. While I was, when I was full
5 time, it was as an investment assistant.

6 Q Briefly, what were your duties?

7 A I supported the institutional
8 sales team. So it was the Huntington Capital
9 Corp.

10 Then I basically helped all the
11 back, processing of the trades, doing research
12 for any kind of customer inquiries on their
13 commercial trade accounts.

14 Q In '97, after you left
15 Huntington, where did you go to work?

16 A I opened a health club in
17 conjunction with some family members and
18 investors.

19 Q Where was the health club?

20 A Columbus, Ohio.

21 Q And what was the name of the
22 club?

23 A Body Life Fitness.

24 Q Body Life Fitness?

25 A Uh-hum. Yes.

1 Steen

2 Q And now you said you opened that
3 in '97?

4 A Correct.

5 Q How long did you continue
6 operating that?

7 A We had the business about three
8 and a half years.

9 Q So '97 to sometime in 2000?

10 A Yes, it was June of 2000.

11 Q And did you sell it?

12 A No, we liquidated.

13 Q During the time you had the
14 health club, what was your role?

15 A General manager.

16 Q You had an ownership interest as
17 well?

18 A Correct, yes.

19 Q And your next job after that was
20 CGI?

21 A Orion.

22 Q Orion?

23 A Yes.

24 Q CGI's corporate predecessor?

25 A Correct.

1 Steen

2 Q What were the circumstances of
3 you being hired by CGI?

4 A They were starting the Ohio PBCA
5 operation, had won the contract for the Ohio
6 PBCA.

7 Q And you were hired to come in and
8 play some role in that?

9 A Correct, as a consultant.

10 Q So your first job title was
11 consultant?

12 A The functional title was central
13 contract specialist.

14 Q That was your corporate title?

15 A Yes.

16 Q And did you have any other
17 titles?

18 MR. KLEIN: At the time of
19 hire?

20 MR. MAIR: Yes.

21 Q So, in other words, you said that
22 was your, I think you described it as your
23 functional title.

24 Was there another title that you
25 had as well?

1 Steen

2 A At that time, I don't think, it
3 was just that one title.

4 Q Did that title change at some
5 point in time?

6 A I was promoted.

7 Q To?

8 A Quality assurance specialist.

9 Q When was that promotion?

10 A That was probably between a year
11 and a year and a half after hire.

12 I don't know the exact date.

13 Q Sometime in 2001 or 2002?

14 A Correct.

15 I don't know the exact date.

16 Q And were you promoted again after
17 that?

18 A I was.

19 I transferred to the Tampa,
20 Florida office in 2005. With that transfer, I
21 was promoted to a managerial position, a
22 regional manager position.

23 Q So your title then was regional
24 manager?

25 A Correct.

Steen

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Q And what was your next promotion?

A Next promotion was to state
manager.

Q When was that?

A As I said, I don't know the exact
date, 2008. I don't know the exact month.

Q Sometime in 2008?

A Sometime in 2008.

Q Were you promoted again after
that?

A Well, I was promoted to director,
to the director of consulting.

Q When was that?

A I'm trying to remember.
I don't remember, 2009 or 2010.
I maintained my duties as state
manager, but I had the director title, as well.

Q In relation to the period that
Benjamin Ashmore worked for the company, can you
tell me whether you had been promoted to
director as of the time he began working there?

A What was -- like what dates were
those?

Q I'm just seeing if that refreshes

1 Steen

2 your recollection as to the dates.

3 A I guess I don't know the time
4 frame that Ben worked, I don't know exactly his
5 starting and end date.

6 Q He was there from 2009 to 2010.

7 A Okay.

8 Q Does that help you pin down any
9 more precisely when you were promoted to
10 director?

11 A No.

12 Q So, in other words, you don't
13 remember sitting here today when Ben Ashmore was
14 there whether you were a manager as opposed to
15 director?

16 A No, I don't remember the specific
17 dates.

18 Q When in relation to the PBCA
19 rebid process did you become director?

20 A As I said, I don't remember the
21 exact date when I became a director.

22 Part of that was I still
23 supervised the Florida team, as I had before the
24 promotion, so it wasn't a huge change in
25 additional job responsibilities.

Steen

I was still doing a lot of the work I had done before.

Q So, in other words, you can't remember with reference to if the promotion was before the rebid process started versus it was around the time that the initial bids were submitted.

Is there anything about the rebid process that you can use to try to pin down when you became director?

A I mean, I believe I was director in the rebid process, but I don't know exactly what date, because the rebid was kind of an extended process with HUD.

So I'm not sure at what point those overlapped.

Q So let me go back now and I just want to run through from the beginning what your duties were and how they changed at CGI between 2000 to today.

A Okay.

Q You were first hired as a central contract specialist, you said?

A Correct.

1 Steen

2 Q To whom did you report then?

3 A A woman named Tony Donner.

4 Q What were your duties?

5 A I managed a portfolio of about 50
6 properties.

7 Q When you say you managed these
8 properties, was that within the PBCA work that
9 was being done by the company?

10 A Correct, yes.

11 Q Did your duties change before you
12 became a quality assurance specialist?

13 A No.

14 Q When you became a quality
15 assurance specialist, did your duties change at
16 that point?

17 A Yes.

18 Q And how did they change?

19 A As a quality assurance
20 specialist, I had responsibility to do quality
21 assurance reviews of work being processed by the
22 other contract specialists.

23 Q Again, PBCA?

24 A Correct.

25 Q And what was your geographic or

1 Steen

2 other area of responsibility?

3 A My primary areas were two parts
4 of the PBCA program.

5 There was the central portion and
6 then a local portion, the local portion being
7 where we go out and visit properties.

8 So for the local portion I had
9 Cincinnati and Dayton as my areas of
10 responsibility.

11 That involved just visiting staff
12 and joining them in the field in those two areas
13 and I also did reviews of the central contract
14 work in Columbus and Cleveland.

15 Q Was that the central call center?

16 A It included the call center
17 review, as well, yes.

18 Q While you were quality assurance
19 specialist, did you have any other duties beyond
20 your PBCA duties?

21 A No.

22 When I was quality assurance
23 specialist, I focused on reviewing, doing
24 quality assurance reviews of the PBCA work.

25 Q Your next promotion was to

1 Steen

2 regional manager for Tampa, Florida; is that
3 right?

4 A I was regional manager based in
5 Tampa. I supervised the Miami and southern
6 Florida area. That was my region.

7 Q The region was Miami and southern
8 Florida?

9 A Correct.

10 Q And was that related to PBCA
11 work?

12 A Yes.

13 Q Did it include anything else?

14 A No. As a regional manager, it
15 was strictly focused on PBCA work.

16 Q During the time you were a
17 regional manager, was 100 percent of your time
18 spent on PBCA work?

19 A Yes.

20 Q Can you describe generally what
21 your duties were as regional manager?

22 A Sure.

23 My duties basically were to
24 ensure that we met all of our, the PBCA
25 contracts, they are all based on timely,

1 Steen

2 accurate completion of the work we're assigned.

3 So I had to oversee a team of
4 central and local staff. I just had to make
5 sure that all the work was completed timely and
6 accurately.

7 Q Did you have overall operational
8 responsibility for the PBCA work within your
9 region?

10 A Correct. Yes. I was responsible
11 to make sure within my region everything was
12 completed on time and accurate.

13 Q In the quality assurance
14 specialist role, to whom did you report?

15 A Suzanne Cochran.

16 Q The entire period?

17 A Yes.

18 Q And when you were promoted to
19 regional manager, who did you report to in that
20 role?

21 A To Michael Kramer.

22 Q What was Mr. Kramer's position?

23 A He was the state manager at that
24 time.

25 Q And do you know if his title was

1 Steen

2 director?

3 A I don't think it was, but I don't
4 know that for certain.

5 Q In 2008 you were promoted to the
6 state manager position; is that correct?

7 A Correct.

8 Q And that was the position that
9 Mr. Kramer had occupied before?

10 A Yes.

11 Q And at the time you were
12 appointed to state manager, I believe that you
13 testified you were not yet a director; is that
14 right?

15 A Correct.

16 Q What was your corporate title
17 when you were state manager?

18 A Manager was my CGI title.

19 Q And was that your CGI title when
20 you were regional manager, as well?

21 A Yes.

22 Q To whom did you report when you
23 became state manager?

24 A Marybeth Carragher.

25 Q That was the first time you

Steen

reported to her directly?

A Yes.

Q And up until that time that you became state manager, had 100 percent of your work with CGI been on the PBCA?

A I'm just thinking.

Yes.

Q Tell me what your responsibilities were upon becoming state manager.

A As the state manager I was responsible for all the day-to-day operations of the Florida PBCA staff, so the regional managers and we also have local managers that report to the state manager.

Q How many regional managers reported in to you?

A At that time three were regional managers that supervised the central contract staff and there were three local managers that supervised the local staff.

So there was a total of six managers who reported to the state manager, to me.

1 Steen

2 Q Have you remained the state
3 manager for the State of Florida since 2008 up
4 until today?

5 A No. That title changed. Someone
6 was promoted from within the team. It would
7 have been last summer, July of last year.

8 So they promoted somebody
9 internally to fulfill the state manager's role.

10 Q Who was that?

11 A Cedric Hernandez.

12 Q That was in July 2012?

13 A Summer of 2012, I'm pretty sure
14 it was July was the official date, but the
15 summer of last year.

16 Q So from 2008 until that point in
17 2012 you had the state manager role?

18 A Correct.

19 Q And your corporate title changed
20 at some point from manager to director?

21 A Correct.

22 Q At some point during that period?

23 A Yes.

24 Q So let's take that period up
25 until July of 2012.

Steen

Did you at any point have duties beyond PBCA?

A I started having business development responsibilities.

Q Were those business development responsibilities beyond PBCA work or did they relate solely to PBCA work?

A Primarily PBCA work, expanding
our role within, you know, acquiring new PBCA
contracts when the rebid happened.

Q So you played a role in the CGI efforts to win more work in the PBCA rebid?

A Yes.

Q And you continued as state manager during that period, as well?

A Yes.

Q Operationally running the
existing Florida PBCA work?

A Correct.

Q Did there come a point in time at any point when your duties expanded beyond PBCA work either in terms of business development or new opportunities or operationally or in terms of projects that were being performed?

1 Steen

2 MR. KLEIN: Object to the
3 form.

4 You can answer.

5 Q You can answer the question.

6 MR. KLEIN: You can
7 answer.

8 THE WITNESS: Can you
9 repeat that one more time?

10 Sorry.

11 (Whereupon, the record was
12 read back by the reporter.)

13 A The duties did include primarily
14 PBCA pursuit, but included looking for
15 opportunities with HUD.

16 So I wasn't restricted to just
17 PBCA work.

18 Part of my role was to look for
19 opportunities with HUD, PBCA and non-PBCA.

20 Q Okay.

21 Did you have any duties beyond
22 HUD?

23 A No. My focus was primarily HUD.

24 Q Have you overseen or worked on
25 any projects for HUD other than PBCA work?

1 Steen

2 A No, not with HUD.

3 Q Have you been involved in the
4 pursuit of any HUD work in addition to PBCA
5 work?

6 A I don't think so, no.

7 Q So am I correct that as of today
8 all of your work at CGI has entailed either your
9 operational role on the existing Florida PBCA
10 work or the pursuit of additional PBCA work
11 through the rebid process?

12 A Correct.

13 MR. KLEIN: Objection.

14 Short of what he talked
15 about earlier?

16 Q I'm trying to find out and I
17 guess I'll make it clear, I'm talking about
18 after you moved to Florida.

19 So since you moved to Florida
20 with CGI, has all of your work been either
21 operationally overseeing Florida for a portion
22 of the Florida work in the PBCA field or
23 pursuing additional PBCA work?

24 A I guess recently, and I'm still
25 currently involved with a project in Long Island

1 Steen

2 working with the disaster recovery effort.

3 Q And that's the only thing outside
4 of PBCA that you've either been involved in
5 pursuing or in operationally?

6 A Correct.

7 Q And that's the disaster recovery
8 relating to the Sandy recovery effort?

9 A Yes.

10 And just I guess to have this on
11 the record, we also, with the same client, the
12 Tampa Housing Authority, we have the PBCA
13 contract for the U.S. Virgin Islands.

14 Q At what point in time did CGI and
15 the Tampa Housing Authority obtain the PBCA
16 contract for the Virgin Islands?

17 A The contract started October 1st
18 of 2012.

19 Q And how is it that CGI won that
20 business?

21 A That was part of the 2011
22 invitation for bids.

23 Q Was that an invitation just for
24 the Virgin Islands?

25 A No. It was for all 53 contracts

1 Steen

2 available.

3 Q So as part of the rebid process?

4 A Correct.

5 Q And that was pursued together
6 with the Tampa -- well, what was the entity that
7 that was pursued with?

8 A The North Tampa Housing
9 Development Corporation, which is an entity of
10 the Tampa Housing Authority.

11 Q And the North Tampa Housing
12 Development Corporation, is that also the prime
13 contractor on the Florida work that CGI is
14 working on?

15 A Yes.

16 Q Do you use an acronym for that?

17 A NTHDC.

18 Q So let's use that acronym.

19 Have you ever held the position
20 of state manager with the North Tampa Housing
21 Development Corporation?

22 A State manager is the title I use,
23 yes.

24 Q And you have a title of a
25 position with the North Tampa Housing

Steen

Development Corporation?

A Not necessarily. I'm not employed by NTHDC, no.

Q Does NTHDC hold you out as being the state manager for NTHDC?

A State manager of the contract,
yes, I guess that would be accurate.

Q Well, I'm going to show you a printout from the website for the winter 2011 quarterly review that the NTHDC has posted on its website that lists you as "State Manager, NTHDC."

And I don't have any copies of
the exhibit.

MR. MAIR: Let's mark this first and I'll show this to you.

(A one-page document was marked as Plaintiff's Exhibit 42 for identification, as of this date.)

BY MR. MAIR:

Q I'm showing you Exhibit 42
(handing).

Do you recognize that as being a

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Steen

printout from the NTHDC website?

A Yes.

Q And you are listed as the state manager of NTHDC, is that fair to say?

A Yes.

Q So my question is, does NTHDC, regardless of whether you are actually their employee, hold you out as being the state manager?

MR. KLEIN: And just for clarification, David, you referenced the winter 2011 quarterly review, which is when I think this excerpt is from.

Are you talking about then or now or both?

Q Let's break it down.

The first question is, as of winter of 2011, did NTHDC hold you out as being its state manager for Florida?

A I guess when you say hold me out, promote me as the state manager or --

Q Yes. Did it list you as being its state manager for Florida?

1 Steen

2 A Yes.

3 Q And did it, we see that you were
4 listed on website.

5 Was that just an anomaly or was
6 that typical of what they would list you as in
7 informational materials or other materials that
8 they gave out to people?

9 MR. KLEIN: Object to the
10 form.

11 You can answer.

12 A That would be typical, yes.

13 Q And beyond written materials,
14 were you represented to be the state manager by
15 NTHDC in discussions with HUD?

16 A Yes.

17 Q Now, that was true, we see, as of
18 the winter of 2011?

19 A Uh-hum.

20 Q Was that true as of the time you
21 became state manager for Florida with CGI?

22 A Yes.

23 Q So from 2008 until you ceased
24 being state manager in July of 2012, is it fair
25 to say that NTHDC continuously held you out

1 Steen

2 during that period of time to be state manager
3 for the State of Florida?

4 A Yes, that would be accurate.

5 Q Let me turn now to the PBCA rebid
6 process.

7 A Okay.

8 Q As of the beginning of that
9 process, do you have an approximate recollection
10 of the total number of units under management
11 that CGI had in all of its PBCA work?

12 A Could you ask me that again?

13 Q Let's see if we can actually help
14 you out here.

15 Let's take a look at what was
16 previously marked as Exhibit 27 (handing).

17 MR. MAIR: For the record,
18 Exhibit 27 is an e-mail string
19 from January 14th to January 15th
20 of 2010.

21 Q I'm going to ask you to turn to
22 the second to last page of the document.

23 A (Perusing document.)

24 Q And that's the e-mail at the
25 bottom of the page from Ms. Carragher to Richard

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Steen

Schmitz and has the date January 14, 2010.

Do you see that?

A I do.

Q Can you just read that e-mail to yourself?

A (Perusing document.)

Q Now I understand you were not a recipient of that e-mail. I assume you haven't seen it before?

A No, I have not seen it.

Q In the e-mail Ms. Carragher is discussing what she characterizes as some disturbing news.

Do you see that?

A Yes.

Q And she talks about HUD presenting at an NCSHA conference in which they said that they planned on limiting bids to a combined 300,000 unit cap.

Do you see that?

A I do.

Q In the next paragraph she says, "We have 267,000 units right now and we are planning to bid on over 800,000 units."

1 Steen

2 Do you see that?

3 A I do.

4 Q As of that point in the rebid, as
5 of January 2010, is it your recollection that
6 CGI had approximately 267,000 units in its
7 existing PBCA contracts?

8 A That sounds like an accurate
9 figure, yes.

10 Q And you were one of the senior
11 members of Ms. Carragher's team that had
12 responsibility for trying to win additional PBCA
13 work in the rebid; is that fair to say?

14 A Yes.

15 Q Was that senior team with
16 Ms. Carragher known internally as the rat pack?

17 A Yes.

18 Q And you were a member of the rat
19 pack?

20 A Yes.

21 Q Mr. Ashmore was a member of the
22 rat pack?

23 A Yes.

24 Q Ms. Carragher's other senior
25 direct reports were also members, correct?

1 Steen

2 A Correct.

3 Q And am I correct that during the
4 course of the rebid the rat pack had numerous
5 meetings, conference calls, discussions as part
6 of its pursuit of additional PBCA work in the
7 rebid?

8 A Yes.

9 Q And looking back at
10 Ms. Carragher's e-mail, is it your recollection
11 that the internal goal at CGI in the rebid was
12 to bid on more than 800,000 units?

13 A Yes, that sounds accurate.

14 Q And by that you mean bidding on
15 jurisdictions, states and other jurisdictions
16 within the country that had a combined number of
17 units that exceeded 800,000, correct?

18 A Correct.

19 Q Now, at some point in the rebid
20 process, HUD announced that it was considering
21 imposing a unit cap on the total number of units
22 that any one contractor or subcontractor could
23 bid upon; is that correct?

24 A Yes.

25 Q And having seen Ms. Carragher's

Steen

e-mail from January of 2010, does that refresh your recollection that HUD first announced that it was considering a unit cap in January of 2010?

I think I may have said '11, but
the e-mail is January 2010.

Is that your recollection as to when HUD announced that it was considering this unit cap?

A Yes.

Q And when HUD had first announced that it was considering the unit cap, it gave the number of 300,000 units as being the proposed cap; is that correct?

A Reference in the e-mail, yes.

Q At some point later on HUD increased that number to 400,000, correct?

A I don't recall 400,000, but I know the number was fluid. It changed and was modified by HUD multiple times during different conferences and comments by HUD staff.

Q After HUD had announced in January 2010 that it was considering imposing the unit cap, did the rat pack in its various

1 Steen

2 conference calls and strategy sessions start
3 talking about what CGI could do to try to
4 dissuade HUD from implementing a unit cap in the
5 final bidding process?

6 A Yes.

7 Q And did the rat pack also start
8 having discussions about what bidding strategies
9 CGI could potentially use in the event that HUD
10 did include a unit cap in the final bidding?

11 MR. KLEIN: Object to the
12 form.

13 A We discussed how we would
14 approach the bid if there was a unit cap.

15 Q So that the strategy of the rat
16 pack was to talk about ways to try to avoid a
17 unit cap being put in place, but at the same
18 time discuss ways in which CGI could handle the
19 bidding if a unit cap did eventually go into
20 place; is that fair to say?

21 A I would rephrase it that the rat
22 pack's goal was to pursue new business.

23 So we looked at ways that we
24 could persue new business in light of the
25 potential HUD parameters as part of their

1 Steen

2 invitation.

3 Q But as part of that pursuit of
4 new business, is it fair to say that the rat
5 pack discussed ways to try to avoid HUD imposing
6 a unit cap, but at the same time discussed
7 strategies that could be used if, in fact, HUD
8 did impose a unit cap on the final bidding?

9 MR. KLEIN: Object to the
10 form.

11 A I would say we discussed ways to
12 accommodate, certainly we talked about finding
13 out why HUD had the cap and questioning HUD on
14 the logic, I guess, or the rationale behind it.

15 But then on the rat pack side the
16 goal was if there was no unit cap, we would
17 approach it this way, if there was a unit cap,
18 we would have to find other ways to approach the
19 bid.

20 Q Let me show you what was marked
21 earlier as Exhibit 13 (handing).

22 MR. MAIR: For the record,
23 this is a document Bates stamped
24 CGI 7233 confidential. It's an
25 e-mail exchange between

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Steen

Mr. Kiprianou and Ms. Carragher
on January 29, 2010.

Q Can you read this document to
yourself?

A (Perusing document.) I've read
this.

Q I see that you were not cc'd on
this, but have you ever seen this before?

A No.

Q Turning to the second page of the
document, it's the e-mail from Mr. Kiprianou in
the paragraph that he numbered three.

And there he says, quote, "I
don't know whether this is possible or
allowable, but can we create new entities for
selected jurisdictions that are a joined venture
of a PHA and CGI subsidiary. If this holds,
then we can get away with the unit restrictions
as these entities will be somehow independent
from CGI," close quote.

Do you see that?

A Uh-hum. Yes.

Q During the rebid process, at any
point in time was there a discussion amongst rat

1 Steen

2 pack members about the possibility of setting up
3 one or more outside company that could be used
4 to bid for work in the rebid process in order to
5 get around a single unit cap for CGI?

6 MR. KLEIN: Object to the
7 form.

8 A I don't remember those
9 discussions, no.

10 Q You don't remember that ever
11 being discussed at any point in time during the
12 rebid process?

13 A Setting up separate outside
14 entities? No.

15 Q Was there ever a discussion of
16 setting up any new corporate entities, whether
17 they were outside entities or subsidiaries of
18 CGI or affiliates of CGI, for the purposes of
19 getting around a unit cap?

20 A Jokingly there was a discussion
21 or joke about a Honey Baked Ham division, yes.

22 Q Tell me about that conversation.

23 A One of my colleague, Les Pierce,
24 owns Honey Baked Ham franchises.

25 So in a joking discussion someone

1 Steen

2 proposed opening up a Honey Baked Ham division
3 to pursue the business.

4 Q That was obviously in jest?

5 A Correct, that was obviously a
6 joke.

7 Q Before the Honey Baked Ham joke
8 was stated by somebody, was there any other
9 discussion leading up to that about the
10 possibility of setting up new corporate entities
11 to bid as part of the rebid process if a unit
12 cap was put in place?

13 A No, I don't remember that being
14 part of the discussion, setting up new entities.

15 Q So it's your testimony today that
16 the sole discussion at any point in time about
17 creating new corporate entities to bid in the
18 rebid process as a potential strategy, the sole
19 reference to that was in the context of the
20 Honey Baked Ham joke?

21 A That's my recollection, yes.

22 Q And that from the very first
23 moment the concept was uttered, it was uttered
24 as a joke with reference to Honey Baked Ham?

25 MR. KLEIN: Object to

1 Steen

2 form.

3 A That's the only occurrence that I
4 remember.

5 Q Was there ever any discussion at
6 any point in time about having a company set up
7 to be headed by one or more of Ms. Carragher's
8 existing direct reports that could bid on some
9 of the PBCA rebid work in conjunction with a PHA
10 partner during the rebid process?

11 A Separate from the Honey Baked Ham
12 joke?

13 Q Yes.

14 Other than what you have said was
15 a reference to Honey Baked Ham that was brought
16 up from the very beginning in jest and was only
17 ever something that was joked about, other than
18 that, was there ever a discussion of a company
19 being set up and headed by a director from CGI
20 in the rebid process?

21 A No discussions that I was part
22 of, no.

23 Q Now let me make sure I understand
24 your testimony.

25 Is it your testimony that you can

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Steen

definitively state here today that no such conversation was ever had in your presence, or is it your testimony that you do not recall such a conversation sitting here today?

A I would say there's no discussion that happened in my presence.

Q So your testimony is categorically it never happened in your presence?

A I feel confident that, yes, there was no discussion that happened in my presence discussing that.

Q Now, with reference to the Honey Baked Ham joke, who raised that?

A I don't remember.

Q Well, you said Mr. Pierce was the one who owned the Honey Baked Ham franchise.

Was he the one who raised this joke?

A I don't remember.

He was --

Q Is -- I'm sorry, finish your answer.

A I was going to say, he was often

1 Steen

2 kidded about Honey Baked Ham, so this wasn't an
3 isolated incident of kind of joking with him
4 about his Honey Baked Ham franchise.

5 Q So he was present when this joke
6 was made?

7 A Yes.

8 Q He was, if you like, he was the
9 butt of the joke?

10 A Correct, that's safe to say.

11 Q And how long was the discussion
12 surrounding this Honey Baked Ham joke?

13 A I guess I don't remember exact
14 time frame.

15 I think it was just a small part
16 of a meeting.

17 As I said, the jokes were not,
18 you know, we would joke with him on different
19 occasions about his Honey Baked Ham activity or
20 ownership.

21 Q On how many occasions did
22 somebody joke about having a Honey Baked Ham
23 entity bid in the PBCA rebid? Was that on a
24 single occasion or was it joked about multiple
25 times?

1 Steen

2 A I don't recall. It may have
3 happened more than once, as I said, just in a
4 joking fashion.

5 Q Are you able to tell me
6 definitively whether it was only once or more
7 than once?

8 A I'm not able to tell you
9 definitively, no.

10 Q And you recall it being raised on
11 one occasion at least?

12 A Correct, at least once.

13 Q And when it was raised, was the
14 joke made, people laughed, and then the meeting
15 moved on?

16 A Correct.

17 Q And so the sole discussion of the
18 this joke was 60 seconds or less?

19 A I mean, I don't recall an exact
20 time frame.

21 It may have lasted a little
22 longer between input and jokes from other
23 people, but, I mean, it was a small part of a
24 long meeting.

25 Q Two or three minutes at most?

1 Steen

2 A Yeah, maybe a few minutes.

3 Q And sitting here today you can
4 only definitively recall it on one occasion; is
5 that correct?

6 A Correct, definitely, yes.

7 Q Now, was there ever a discussion
8 in your presence amongst any rat pack members
9 about the concept of using existing, multiple
10 existing CGI corporate entities in order to get
11 around a single unit cap if one were imposed in
12 the bidding?

13 THE WITNESS: Can you
14 repeat that question?

15 (Whereupon, the record was
16 read back by the reporter.)

17 MR. KLEIN: Object to the
18 form.

19 Shawn, you can answer it.

20 A No. There were no discussions to
21 use CGI entities to get around the unit cap.

22 I do remember discussions about
23 using CGI entities that had existing
24 relationships with potential clients, clients
25 being housing authorities that we were looking

1 Steen

2 to partner with.

3 Q Can you tell me what you mean by
4 that?

5 A CGI corporate obviously had a
6 large presence with certain, in certain states
7 or with certain clients that we were looking to
8 partner with on the PBCA program.

9 So I remember discussions of, you
10 know, if we would use those CGI entities and
11 staff since we already had an existing
12 relationship.

13 Q Which CGI entities are you
14 talking about?

15 Can you tell me specifically?

16 THE WITNESS: I'm not
17 sure.

18 MR. KLEIN: Well --

19 A I believe it was CGI Technology
20 and Solutions or CGI Corporate. I guess I'm not
21 sure what the corporate entity name was.

22 Q So let me see if I understand
23 your testimony.

24 Was there any discussion at any
25 point in time about whether or not CGI could use

1 Steen

2 more than one of its existing corporate entities
3 in the rebid, and thereby avoid being subject to
4 a single unit cap collectively for all of CGI if
5 HUD decided to impose the unit cap?

6 A No, my understanding of the
7 conversations that I was part of, the intent of
8 the discussion was not to avoid the unit cap, it
9 was rather to use existing CGI relationships to
10 find partners.

11 That was the crux of why we were
12 looking at using some of our existing CGI
13 corporate entities.

14 Q So it was never discussed even as
15 a potential idea of how to be able to bid on
16 units above the unit cap?

17 A No, not in any conversations I
18 was part of.

19 Q Just to summarize and see if I
20 understand it correctly then, is it your
21 testimony sitting here today that other than a
22 two or three-minute discussion solely in jest
23 about using Honey Baked Ham in the bidding,
24 which everybody understood from the moment it
25 was mentioned to be a joke, other than that,

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Steen

there was never a discussion at any point in time amongst any rat pack members in your presence about the possibility of using more than one corporate entity, whether an existing corporate entity or a new entity, whether a subsidiary of CGI or a separate company, in order to be able to bid in the PBCA rebid for units in excess of a unit cap, if one were to be imposed?

MR. KLEIN: Object to the form.

You can answer.

A Actually, that was a very long statement. Can you repeat that before I answer it?

(Whereupon, the record was read back by the reporter.)

A Yes, that's an accurate summation of my deposition or statement or whatever.

Q That is your testimony sitting here today?

A Yes. That's a good summary of my testimony.

Q Let's take a look at what was

1 Steen

2 previously marked as Exhibit 14, stamped CGI
3 5043 confidential. It's a May 17, 2010 e-mail
4 together with a PowerPoint attachment entitled
5 "Senior Management Committee Progress Update"
6 (handing.)

7 Can you take a look at this
8 document and tell me whether you have ever seen
9 it before?

10 A (Perusing document.)

11 I don't recall having seen it,
12 but it's a PowerPoint.

13 Q Regardless of whether you have
14 seen this specific PowerPoint, have you seen
15 PowerPoint presentations that were put together
16 to update senior management on the progress of
17 the rebid?

18 A Yes.

19 Q So it's fair to say you have seen
20 this type of presentation before, you just don't
21 recall seeing this specific one?

22 A I don't recall if I've seen this
23 specific one, but, yes, I'm familiar with some
24 of the slides and the information.

25 Q So you don't recall whether it

1 Steen

2 was this specific one, but you have seen this
3 type?

4 A Yes.

5 Q If you can turn to page -- well,
6 before you do that, what is your understanding
7 as to what this presentation is, this type of
8 presentation?

9 A This was, my understanding is it
10 was a briefing provided to the senior CGI
11 executive staff on the pursuit, you know, where
12 we were in the process.

13 Q Were you ever present for any of
14 those briefings?

15 A I don't recall. It's possible.
16 I don't know how often they happened, but it's
17 possible that I may have at least been invited
18 to attend, but I never presented to the senior
19 staff, no.

20 Q And you don't recall whether or
21 not you were ever in attendance?

22 A Correct.

23 I may have been, but I don't
24 recall for certain if I ever was invited to
25 actually participate in one of the senior

1 Steen

2 management briefings.

3 Q Take a look in the PowerPoint
4 presentation at page No. 5.

5 A (Perusing document.)

6 Q Now, the first bullet point lays
7 out a strategy that CGI was considering using at
8 that point in time in the event HUD imposed a
9 unit cap in the final bidding documents,
10 correct?

11 A Correct.

12 Q And the strategy that was being
13 discussed was a strategy where CGI could bid on
14 a certain number of states together with its
15 partners that cumulatively fell within the unit
16 cap, right?

17 A Correct.

18 Q And then CGI could also bid on a
19 number of other states under a 49/51 percent
20 bidding relationship with the prime contractor,
21 correct?

22 A Correct.

23 Q And the 49/51 bidding
24 relationship referred to an allocation of who
25 employed the full-time equivalent or FTE

1 Steen

2 employees, correct?

3 A Correct, yes.

4 Q And the 49/51 bidding scenario
5 was a scenario in which the bid was submitted on
6 the basis that the prime PHA partner would
7 employ at least 51 percent of the FTEs for the
8 operational tasks under the ACC contract,
9 correct?

10 A Yes, correct.

11 Q And that the bid that was being
12 submitted would represent that CGI would employ
13 49 percent or fewer of the FTEs?

14 A Correct.

15 Q And that was something that was
16 discussed regularly on rat pack conference
17 calls?

18 A Yes.

19 Q And it's fair to say that it was
20 a strategy that was discussed before the unit
21 cap was finalized by HUD as being a strategy
22 that could be used if HUD did decide to proceed
23 with the unit cap?

24 A Yes. This provided a way to
25 pursue the PBCA contracts if there was a unit

1 Steen

2 cap.

3 Q It was a way to pursue PBCA work
4 in states that added up collectively to more
5 than the unit cap, correct?

6 A Correct.

7 Q Now, if you look at the second
8 part of this page, there's a table which
9 discusses the options for who CGI could partner
10 with as the 51-percent partner.

11 Do you see that?

12 A Yes.

13 Q And the two options discussed
14 here are either a PHA or a private-sector
15 partner, right?

16 A Yes.

17 Q And the pros that are listed, one
18 of the pros listed for a PHA partner being a
19 51-percent partner is, quote, "Willing to
20 transfer 51 percent to CGI after first year,"
21 close quote.

22 Do you see that?

23 A I do see that.

24 Q During any rat pack conference
25 calls or discussions that you participated in,

1 Steen

2 was there a discussion about the possibility of
3 submitting a bid under a 49/51 bidding scenario,
4 but having the PHA transfer back or transfer
5 some of the FTE employees to CGI at some point
6 after the contract was awarded?

7 A I don't remember that being
8 specifically discussed, but we did discuss how
9 HUD would monitor, if they would only monitor at
10 the initial bid stage or if there would be an
11 annual reporting or some kind of annual
12 monitoring by HUD.

13 Q So you recall discussions between
14 rat pack members as to what, if anything, HUD
15 would do after the contract was awarded on an
16 ongoing basis to monitor who employed the
17 employees performing the work?

18 A Correct.

19 Q For contracts that were awarded
20 on a 49/51 percent bidding basis?

21 A For any contracts, I guess, how
22 they would determine somebody didn't exceed that
23 cap or if those relationships changed between
24 contractor and subcontractor, how HUD was going
25 to monitor that on an ongoing basis.

1 Steen

2 Q Relative to the unit cap if one
3 were imposed?

4 A I mean, not specifically. I
5 guess it was just general discussion of how is
6 HUD going to watch this, you know, as entities
7 change or if a contractor decides to switch
8 subcontractors, I guess, what method or way
9 would HUD monitor that on an ongoing basis.

10 Q Well, was there a discussion at
11 some point during the rat pack conference calls
12 about what would happen if CGI or any other
13 subcontractor were to acquire another company
14 that had its own contracts under the PBCA where
15 after the merger collectively the new entity
16 would have contracts in excess of the unit cap,
17 was there a discussion along those lines?

18 A I don't remember discussion about
19 acquisition.

20 I do remember some discussions
21 were about if you had a PBCA that failed to
22 perform.

23 So if they failed to perform, HUD
24 would obviously need to find another PBCA, but
25 how would they handle that, you know, would they

1 Steen

2 allow someone to bid on that work if they're
3 already above the cap or at the cap level.

4 So it was kind of a broad
5 discussion because there were a lot of
6 components that HUD would have to consider that
7 were ongoing, because it is a fluid situation
8 that a contractor may not perform or may not
9 want to do the work and turn the work back if
10 they for whatever reason couldn't fulfill the
11 work.

12 Q Let me go back to what you said
13 was discussed relative to the 49/51 FTE split.

14 Did I understand your testimony
15 correctly that there were discussions amongst
16 rat pack members about what HUD would do after
17 contracts were awarded to monitor whether or not
18 a subcontractor was employing 49 percent or
19 fewer of the FTEs?

20 MR. KLEIN: Object to the
21 form.

22 A Yes, that is correct.

23 There were discussions on how HUD
24 would monitor on an ongoing basis, yes.

25 Q And did those discussions involve

1 Steen

2 discussions about whether or not HUD would
3 require reporting from the PHAs and their
4 subcontractors?

5 A The discussion was how would HUD
6 monitor, would it be a reporting function, would
7 it be some kind of audit?

8 What HUD would do to make sure
9 the caps were followed, if that was their intent
10 ongoing.

11 Q Or whether HUD would monitor it
12 at all?

13 A Correct. The invitation wasn't
14 really clear. It would only address the point
15 at which you bid on the work.

16 It never really addressed what
17 would happen after that point. So it was pretty
18 unclear from HUD.

19 So a lot of discussions were just
20 trying to parse out what HUD meant or what they
21 intended the cap to do on a functional basis.

22 Q It's fair to say that when you
23 had these discussions, the final bidding
24 documents hadn't been issued yet; is that
25 correct?

1 Steen

2 A Correct.

3 Q This is during the process when
4 HUD is considering a unit cap and the rat pack
5 is discussing various options of what bidding
6 strategies could be followed if a unit cap was
7 ultimately imposed?

8 A Correct, or if there was no unit
9 cap imposed, either scenario was still a
10 possibility.

11 Q Right.

12 So these discussions were at the
13 stage where it was unknown as to whether there
14 would ultimately be a unit cap?

15 A Correct.

16 Q You already testified based on
17 the Carragher e-mail that in January 2010 HUD
18 announced that it was considering a unit cap,
19 correct?

20 A Correct.

21 Q And do you recall when the actual
22 final bidding documents were issued by HUD?

23 A I believe it was the spring of
24 2011.

25 Q So it was more than a year after

1 Steen

2 correct, because the HUD numbers did change.
3 They initially had one percentage or number and
4 then it changed to something else.

5 I mean, it was a moving target,
6 so it wasn't -- through that period it wasn't
7 clear if there was going to be a cap, and if
8 there was a cap, what that number would be,
9 because it was fluctuating and HUD wasn't real
10 certain how they were going to determine what
11 the final number would be if there was one.

12 Q It's fair to say that the level
13 of optimism within the rat pack discussions
14 about the likelihood that HUD would decide
15 against the unit cap fluctuated, it went up and
16 down over time, correct?

17 A I mean, I can't speak for the rat
18 pack. I guess just for me personally, I mean,
19 it was definitely not known.

20 I mean, like I said, on one HUD
21 call they would have one number and on another
22 call they would have a different number. They
23 may be questioned and not have a good response
24 as to why they were even instituting the cap.

25 So for me, I guess, I don't know

1 Steen

2 about my optimism, but just any assurance that
3 there was going to be a cap or what that number
4 would be fluctuated, because HUD was constantly
5 revising and changing what that number would be
6 if there was one.

7 Q And you guys were talking about
8 this during these rat pack conference calls,
9 correct?

10 A Correct.

11 Q And is it fair to say that
12 collectively that the level of optimism that you
13 were going to avoid any cap and HUD was going to
14 change its mind went up and down during the
15 rebid process?

16 A I mean, I guess I can't speak for
17 the team or individuals other than me. I can
18 speak for myself, but I guess I wouldn't want to
19 project and assume that everybody else had the
20 same understanding or the team had the same
21 optimism or pessimism about how it was going to
22 eventually fall out.

23 Q I don't want you to pretend to
24 look inside their minds, because I don't think
25 any of us can do that.

1 Steen

2 being pessimistic or optimistic one way or the
3 other.

4 Q Well, you focused on what
5 Ms. Carragher stated during these calls. She
6 was a participant in these calls?

7 A Yes.

8 Q Did she ever indicate at any
9 point in time whether based on the information
10 that she was getting she believed that it was
11 either likely or unlikely that the unit caps
12 were going to be part of the final bidding
13 procedure?

14 A I don't recall any specific
15 comments one way or the other.

16 Q She never expressed an opinion
17 one way or the other during all of these rat
18 pack conference calls?

19 A Not that I recall.

20 Q Same with every other member of
21 the rat pack, other than you, because you know
22 what you were thinking.

23 Any other member of the rat pack
24 at any point during all of these rat pack calls,
25 did they ever express on a call or in a meeting

1 Steen

2 their opinion as to how likely or unlikely they
3 thought it was that there was going to
4 ultimately be a unit cap?

5 A I don't recall.

6 I mean, I remember discussions of
7 just trying, I guess, to understand why HUD was
8 implementing the cap and what methodology it
9 would use to come up with the magic number, but
10 I don't remember comments one way or the other
11 how likely it would be to happen or not happen.

12 Q What states were you responsible
13 for in the PBCA rebid process?

14 A As far as pursuit states?

15 Q Yes.

16 A Florida, which was an existing
17 client, the U.S. Virgin Islands, Mississippi,
18 Alabama, Georgia and Massachusetts.

19 Q Who was the PHA partner for
20 Florida?

21 A Our existing client, the Tampa
22 Housing Authority, using their entity the North
23 Tampa Housing Development Corporation.

24 Q That was the entity that we
25 talked about earlier?

1 Steen

2 A Correct.

3 Q NTHDC?

4 A That is correct, a wholly-owned
5 subsidiary of the Tampa Housing Authority.

6 Q And that was also the bidding
7 partner for the Virgin Islands?

8 A Correct.

9 Q Was it the bidding partner for
10 any other states?

11 A For everything but Massachusetts.
12 So geographically it was all the
13 southeastern pursuit states.

14 Q And you were the primary CGI
15 contact with NTHDC?

16 A Correct.

17 Q In negotiating with NTHDC, the
18 relationship for the bidding, who on the NTHDC
19 side did you deal with?

20 A Don Shea, S-H-E-A.

21 Q What was his title?

22 A His title is contract
23 administrator.

24 Q Where does he fit in the
25 hierarchy of the organization?

1 Steen

2 A He is, because NTHDC holds the
3 contract, essentially it's their contract and
4 he's the contract administrator, he oversees all
5 of the work that they subcontract to CGI.

6 Q So he heads the NTHDC?

7 A He does.

8 Q Were your negotiations only with
9 him or did you also negotiate with somebody at
10 the Tampa Housing Authority?

11 A I mean, primarily with him, but
12 it wasn't unusual for him to include Andrew
13 Libby, who is the CFO, his direct supervisor,
14 and he may have had other people at THA involved
15 in reviewing documents, but as far as meetings
16 and conversations, it was typically Don or Don
17 and Andy.

18 Q Which of those states were bid,
19 if any, under a 49/51 scenario?

20 A As best as I can recall, we
21 didn't use the 49/51 split with NTHDC.

22 Q Focusing on Alabama, is it your
23 testimony that sitting here today you think
24 Alabama was not submitted as a 49/51 bid?

25 A As best as I can remember, yes,

1 Steen

2 but I'm not 100 percent certain.

3 Q And did you have any
4 responsibility for Virginia at any point in
5 time?

6 A Yes, I did attend at least one
7 meeting, one bid meeting with -- I'm trying to
8 remember the entity it was -- it was group in
9 Richmond.

10 I'm sorry, I'm blanking out on
11 which entity.

12 Q Let's take a look at what was
13 previously marked as Exhibit 22 (handing).

14 A Okay. (Perusing document.)

15 Q Just ignore the date at the
16 bottom of the document in the middle, which is,
17 it has been agreed, is the date it was printed
18 and not the date that bears any relationship to
19 the document itself.

20 A Okay.

21 Q Have you ever seen this or a
22 similar document?

23 A Yes.

24 Q Can you tell me what it is?

25 A I think this is basically a

1 Steen

2 dashboard or spreadsheet of who are the primary
3 leads on pursuing business and the value of that
4 business.

5 Q And this essentially breaks down,
6 one of the things it does is to break down the
7 various states and other jurisdictions in the
8 rebids between Ms. Carragher's directors who
9 were responsible for them?

10 A Correct.

11 Q And so let's look at your section
12 of the dashboard.

13 NTHDC is the first column there,
14 right?

15 A Yes.

16 Q And that indicates that there
17 were four states that were being bid on
18 collectively between CGI and NTHDC, right?

19 A Correct. Based on this dashboard
20 at this time.

21 Q Right.

22 Now, that was going to be my next
23 question.

24 Were all of those states
25 ultimately bid on?

1 Steen

2 A Yes.

3 Q With NTHDC?

4 A Yes.

5 Q The next column is Massachusetts,
6 right?

7 A Correct.

8 Q You said that was being bid on
9 by -- with a different partner?

10 A Yes.

11 Q Who was that partner?

12 A The Cambridge Housing Authority.

13 Q I see Mr. Ashmore's name is
14 listed there.

15 Was he working on that with you?

16 A He assisted. The structure was
17 you had a primary lead, the director was the
18 lead, and then normally we had an account
19 support or an L-2 person.

20 The dashboard shows the director
21 who is the lead for the pursuit and then each
22 lead is given a support person, which was
23 referred to as an L-2.

24 The director was the L-1 or Level
25 1 person.

1 Steen

2 Q And was Mr. Ashmore the L-2 on
3 that for Massachusetts at that point in time?

4 A Yeah, based on this, yes.

5 I know he was my L-2, so I'm just
6 assuming this is correct and it was for
7 Massachusetts.

8 Q You recall him being your L-2 for
9 something, is that your recollection?

10 A Yes.

11 Q You just don't remember which
12 state?

13 A Correct.

14 Q Now, was Massachusetts submitted
15 as a 49/51 bid?

16 A I believe that one was, that we
17 had discussed with them doing the 49/51 split.

18 Q Do you recall definitively one
19 way or the other?

20 A Not definitely, but I believe it
21 was a split state.

22 Q Did you personally have
23 discussions with anyone at the Cambridge Housing
24 Authority as to how the 49/51 employee split was
25 going to work?

1 Steen

2 A Yes, I believe it was discussed.

3 Q My question is, did you discuss
4 it with them?

5 A I believe I did.

6 Q You don't have a definitive
7 recollection?

8 A I'm not 100 percent certain, but
9 I believe that I did, yes.

10 Q Tell me about the discussions.
11 What did you say and what this
12 they say?

13 A I think the discussion was
14 approached if they would be interested in
15 pursuing the work, if they had to have
16 51 percent of the staff, would that be something
17 they would still want to pursue.

18 And then obviously if they were
19 interested how that would be, you know, who
20 would have which staff, what task their staff
21 would do versus our staff.

22 Q So the first part of that, did
23 you have a conversation in which they said,
24 "Yes, we'd be interested in pursuing a 49/51
25 bid"?

1 Steen

2 A We did pursue with them, so I'm
3 certain they must have been comfortable with it.

4 Q You're answering a different
5 question.

6 A Okay.

7 Q I understand that your
8 recollection is you submit you pursued a 49/51
9 bid.

10 Do you have any recollection
11 sitting here today about having any specific
12 conversations with the Cambridge Housing
13 Authority in which they agreed that they wanted
14 to submit a 49/51 bid?

15 A I'm not sure I was involved in
16 the discussion where they agreed, but I was
17 involved in discussions where we talked about
18 the format, structure, how the staff would be
19 assigned.

20 Q And you recall those discussions?

21 A Correct.

22 I just don't know if I had the
23 initial discussion, if that was with me that we
24 initially proposed the idea to them.

25 Q Were you the primary contract

1 Steen

2 with the Cambridge Housing Authority?

3 A I was.

4 Q If you weren't the one who
5 discussed it with them, who would have been?

6 A Marybeth Carragher was involved
7 in at least one or two of the initial meetings
8 with the client, along with me and Dennis Ryan.

9 Q Now, is it your testimony that
10 you recall having specific discussions with
11 someone at the Cambridge Housing Authority about
12 how the specific employee tasks would be
13 allocated under a 49/51 structure?

14 A Correct.

15 Q Who would employ the employees
16 doing what tasks?

17 A Yes.

18 Q And did you reach agreement with
19 the Cambridge Housing Authority on how that
20 would work?

21 A I believe we did, yes.

22 Q When you say you believe that you
23 did, do you have a definitive recollection
24 sitting here today?

25 A Of the structure or that they

1 Steen

2 agreed to the structure?

3 Q That they agreed to a structure
4 for a 49/51 employee allocation?

5 A Yes, I would definitively say
6 they agreed to the 49/51 structure.

7 Q You were the one who had that
8 discussion with them?

9 And, again, I'm now talking about
10 the specifics as to how these staff were going
11 to be allocated.

12 A I guess I'm not certain that I
13 had the final discussion.

14 I know I was involved in multiple
15 discussions, it was an ongoing, you know, we
16 would speak regularly on how to structure the
17 pursuit, obviously bid pricing and percentages.

18 If I was the one that had that
19 final meeting with them where they signed on the
20 dotted line, I don't remember.

21 Q Tell me, what you do remember
22 about the discussions as to who would employ
23 what staff in a 49/51 bidding structure?

24 A Sure.

25 And I think a lot of the

1 Steen

2 structures were going to delineate between the
3 local specialist, which had to be located in
4 that state, so they would travel to the
5 properties, so they physically needed to be in
6 that state, having that assigned to one group
7 and have the central task assigned to another
8 group, which is a clean way to divide the
9 operational tasks.

10 Q So who was going to employ the
11 local staff?

12 A My recollection of that would
13 have been the Cambridge Housing Authority or the
14 PHA partner.

15 Q And you recall specifically
16 having that discussion with somebody at the
17 Cambridge Housing Authority?

18 A The meeting was three years ago,
19 but --

20 MR. KLEIN: If you recall,
21 you recall.

22 A I don't recall definitively, but
23 I would assume we had a meeting where that was
24 discussed and decided who would allocate which
25 staff.

1 Steen

2 would employ which specific staff in a 49/51
3 arrangement?

4 A I mean, if it was finalized there
5 should be a document, yes.

6 Q Have you ever seen that document?

7 A I'm sure I did, but I couldn't
8 recreate it for you without seeing the document
9 again.

10 Q I'm not asking you to recreate
11 it.

12 I'm asking you sitting here today
13 do you definitively recall that you have seen
14 such a document, even if you don't remember the
15 details of how it was allocated?

16 A I can't definitively recall now.

17 Q As part of the rebid process, did
18 you play any role in gathering pricing
19 information about what the cost of any local
20 office space would be that would be required at
21 each of these jurisdictions?

22 A Yes.

23 Q Describe what your role was in
24 that.

25 A I visited -- CGI engaged, I

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Steen

forget which, an outside firm, and I don't recall which firm it was, to help us locate office space, but I did some of the physical site visits to look at the office space to see if it would be adequate for what we needed, where it was located within the different regions.

Q How did you determine how much, how big an office would be needed?

A Based on the number of staff that we were using for our projections.

Q Were the office needs based on the number of staff that CGI was going to employ?

A I believe we looked at combined space with the client staff.

Q That's your recollection sitting here today?

A That's my recollection, yes.

Q So you were looking for a single office that would be big enough to house staff employed both by CGI and by the PHA partner?

A Correct.

Q In each jurisdiction?

1 Steen

2 A As far as I recall for my
3 jurisdictions, that's my recollection.

4 Q Well, let's take Massachusetts.
5 The Cambridge Housing Authority
6 had offices in Massachusetts, correct?

7 A They have, yes, they have an
8 office, the housing authority has an office.

9 Q They're based in Cambridge,
10 Massachusetts?

11 A Correct.

12 Q CGI didn't have an office in
13 Cambridge, Massachusetts?

14 A No.

15 Q So in the rebid process, one of
16 your tasks was to go out and figure out what
17 were the costs going to be of office space that
18 CGI would need to get if they were successful in
19 a bid, correct?

20 A Correct.

21 Q Is it your testimony that the
22 office space that you were pricing out was
23 office space that was designed to be able to
24 accommodate both the CGI staff and Cambridge
25 Housing Authority staff who were going to work

1 Steen

2 on the PBCA contract if it was awarded to them?

3 A That is my recollection, yes.

4 Q And is that true from day one,
5 even before the concept of 49/51 bidding was put
6 in place?

7 A Prior to 49/51, it would have
8 been all CGI staff.

9 Q Right, and then at some point you
10 reached a deal, an agreement with Cambridge to
11 bid 49/51, correct?

12 A Correct.

13 Q So at that point in time the CGI
14 employees that were going to be working on that
15 project were almost cut in half, correct?

16 A Correct.

17 Q And correspondingly the Cambridge
18 Housing Authority employees were substantially
19 increased, correct?

20 A Correct.

21 Q Is it your testimony that the
22 agreement you had with the Cambridge Housing
23 Authority was that their 51 percent employees
24 were all going to be based in the office space
25 that CGI was going to locate and lease?

1 Steen

2 A That was my recollection, that we
3 would house the staff together.

4 Q And was that a discussion that
5 you personally had with the Cambridge Housing
6 Authority?

7 A I remember visiting office space
8 with my contact at the Cambridge Housing
9 Authority, with the understanding that we were
10 looking for office space for the entire team.

11 Q And who is that that you looked
12 with?

13 A Greg Russ. He's the executive
14 director of Cambridge Housing Authority.

15 Q If you look back at the
16 dashboard, you also have Virginia listed as one
17 of your states.

18 Do you see that?

19 A (Perusing document.) I do see
20 that.

21 Q Does that refresh your
22 recollection that at a certain point in time
23 Virginia was allocated to you?

24 A It does refresh my memory, yes,
25 it was at one time, but then it was shifted to,

1 Steen

2 I believe Tony Gorris. I'm not 100 percent
3 certain, but it was shifted to someone else.

4 Q Then if you look at the last
5 column, South Carolina is allocated to you in
6 this dashboard.

7 Do you see that?

8 A I do.

9 Q Did that remain one of your
10 states throughout the rebid process?

11 A It did.

12 Q And who was the partner in that?

13 A The Columbia Housing Authority.

14 Q So that's one you didn't recall
15 before when you listed the states for me?

16 A Correct. I left that off
17 inadvertently.

18 Q And then North Carolina is also
19 listed as one of your states, correct?

20 A Correct.

21 Q Did that remain your state?

22 A We eventually made that a no bid.

23 Q Up until the point that you
24 decided not to bid on it, did that remain your
25 state?

1 Steen

2 A It did.

3 Q Was South Carolina bid under a
4 49/51 split?

5 A I don't recall with South
6 Carolina what the structure was.

7 Q Let me show you what we
8 previously marked as Exhibit 6.

9 MR. MAIR: Just for the
10 record, this is a CGI document
11 entitled, "Subcontractor
12 Certification For Chicago Housing
13 Consulting Services, Inc."

14 Q And I'm going to represent to you
15 that this was produced by CGI as part of the
16 bidding documents for a bid that was submitted
17 together with the Chicago Housing Consulting
18 Services, Inc. partner.

19 A Okay.

20 Q And it contains a list of states
21 that CGI certified that it was bidding within
22 the unit cap as a 100 percent or greater than
23 49 percent subcontractor.

24 Looking at that list, does that
25 refresh your recollection as to any states

1 Steen

2 within your portfolio that were bid under 49/51
3 in addition to Massachusetts?

4 A I mean, it does refresh my
5 memory, yes.

6 Q So then having refreshed your
7 memory with this document, can you tell me, in
8 addition to Massachusetts, which we just talked
9 about, what other states within your portfolio
10 were ultimately bid under a 49/51 bidding
11 scenario?

12 A Well, based on this, it would
13 have been everything other than Florida or the
14 Virgin Islands.

15 Q And therefore can you just list
16 the states that were bid under 49/51 in
17 partnership with NTHDC?

18 A Okay.

19 Georgia -- NTHDC?

20 Q Yes.

21 A Georgia, Alabama and Mississippi.

22 Q And having seen that document
23 now, it refreshes your recollection that those
24 three states were bid 49/51?

25 A Based on this document, I will

1 Steen

2 assume that's true, yes.

3 Q So it doesn't trigger an
4 independent memory of that? You're just going
5 by what the document says?

6 A Correct. I don't remember
7 conversations with NTHDC about this split.

8 Q Well, that was going to be my
9 next question.

10 Sitting here today, do you recall
11 ever having any discussions with anyone at NTHDC
12 or at the Tampa Housing Authority about bidding
13 a 49/51 split?

14 A Yeah. I don't recall any
15 conversations.

16 Q Do you have any knowledge of
17 anyone else at CGI having those conversations
18 with one of those two entities?

19 A I do not have any knowledge, no.

20 Q Now, South Carolina was a state
21 that you partnered with the Columbia Housing
22 Authority on --

23 A Correct.

24 Q And that was 49/51?

25 A Based on this document, yes.

1 Steen

2 Q Do you recall having any
3 discussions with the Columbia Housing Authority
4 about a 49/51 split?

5 A I don't.

6 Q Who was your primary contact
7 there?

8 A Gilbert Walker. He's the
9 executive director of the housing authority.

10 THE WITNESS: Can we take
11 a quick break?

12 MR. MAIR: We're very
13 close to being done, but by all
14 means, take a break.

15 (Whereupon, at 3:12 p.m., a
16 recess was taken.)

17 (Whereupon, at 3:17 p.m.,
18 the deposition resumed with all
19 parties present.)

20 MR. MAIR: Back on the
21 record.

22 BY MR. MAIR:

23 Q Let me go back for a second to
24 your testimony about the office space that you
25 were looking for in Massachusetts.

1 Steen

2 Was that in Cambridge?

3 A No. I think it was in Quincy.

4 It was somewhere -- an outlying area, maybe 15
5 or 20 miles of Cambridge, Boston.

6 Q In the greater Boston area?

7 A Correct.

8 Q And were you going to look at
9 that office space before or after the decision
10 to bid on a 49/51 split with Cambridge?

11 A I can't remember if it was before
12 or after.

13 It was an existing CGI office
14 that had additional space available.

15 Q CGI had an office in Quincy?

16 A They did, yes. I believe it was
17 Quincy. I'm not 100 percent sure it was Quincy.

18 I know it was a suburb of Boston.

19 Q So the office space that you were
20 looking at was a portion of an existing CGI
21 office?

22 A Correct.

23 Q Was that the only office space
24 that you looked at in Massachusetts?

25 A I'm trying to remember. I

1 Steen

2 believe I did look at additional other office
3 space. I don't think that was the only space
4 that I looked at.

5 Q When you looked at the other
6 space, was someone from the Cambridge Housing
7 Authority with you, as well?

8 A He was not. I know there was one
9 office that I looked at alone.

10 Q And you don't remember if that
11 was when CGI was still intending on providing
12 100 percent or almost 100 percent of the
13 operational staff?

14 A I don't remember the time frames
15 of when I looked at what office space and what
16 was occurring with the split scenario.

17 Q Did you ever go back and revisit
18 the amount of office space that was required at
19 any point in time for the Massachusetts bid?

20 A I don't believe so. I believe
21 the staffing numbers did not change. Who they
22 were being allocated to might have changed, but
23 the total staffing numbers and the spacing needs
24 would have been the same.

25 Q Was CGI intending on using any of

1 Steen

2 its central staff for the Massachusetts PBCA
3 work if it were successful?

4 A I mean, that was -- my
5 recollection is that most of the models that I
6 believe I had looked at were the local staff
7 would be PHA staff and then the central task
8 would be, the functional would fall to the CGI
9 staff.

10 Q So that your recollection is that
11 all or virtually all of the CGI staff were going
12 to be centralized staff?

13 A Focused on, I guess when you say
14 "centralized staff," what do you mean by
15 "centralized staff"?

16 Q I mean, for instance, working out
17 of the Columbus call center.

18 A Oh, no.

19 I guess when I was referring to
20 central staff, I was talking about the central
21 tasks that are part of what we call the central
22 tasks that are part of the PBCA contract.

23 Q So you were talking about staff
24 that would be physically located in
25 Massachusetts, when you were talking about

1 Steen

2 centralized staff?

3 A Right. The staff doing
4 centralized, the central duties would still be
5 located in Massachusetts, for the most part,
6 yes.

7 Q Some staff that are required for
8 PBCA work spend most of their time out in the
9 field reviewing and inspecting things on site;
10 is that fair to say?

11 A Yes.

12 Q And other staff work solely or
13 primarily out of an office somewhere, correct?

14 A Correct.

15 Q Let me take Florida, which is
16 obviously the state that you have overseen
17 existing PBCA work in.

18 Can you tell me how the staffing
19 there is handled between staff that are
20 physically located in Florida and staff that are
21 located in some other state, such as the
22 Columbus call center?

23 A Okay.

24 The majority of the Florida staff
25 is located in Florida. We have support staff,

1 Steen

2 some IT support, our accounting support staff
3 that are located either into Cleveland or
4 Columbus or elsewhere, but the large majority of
5 our Florida staff is located in Florida.

6 Q Do you utilize the Columbus call
7 center for the Florida PBCA work?

8 A We do.

9 Q So there's staff there that work
10 on the Florida PBCA?

11 A Correct. They'll take calls from
12 Florida residents, yes.

13 Q Of the staff that are physically
14 located in Florida, how many of them work in an
15 office and how many of them work from home
16 visiting sites and only rarely report to the
17 office?

18 A And I guess I'll clarify, because
19 the contract, in the current state of our
20 contract in Florida, we no longer do management
21 reviews, so that number is much lower than it
22 would have been when we were doing fully,
23 basically doing all components of the contract.

24 So do you mean now or back then?

25 Q Yes. Let's go back to the point

Steen

in time when you were doing all the components
of the operational contract.

A Okay.

I have to count, so give me a second.

So when we were fully staffed, we would have had approximately 30 staff, about 11 of those would have been assigned to the local duties, going out visiting properties, doing management reviews.

Q And of the other 29, can you tell me where they were located and what type of duties they performed?

A Most of those, they would have been in Tampa. We have three quality assurance specialists. We have a full-time trainer, who would be included in that number.

We had two IT, we had a business operations analyst and also an IT specialist that I would contribute some of their time to the Florida contract.

And then we would have about a mirror staff of the local staff operating on central functions, about 12, between CCSs and

1 Steen

2 their supervisors.

3 Q And all 29 of those staff you
4 just talked about were physically in a Florida
5 office somewhere?

6 A Yes, in Florida.

7 Now, the local staff were
8 somewhere based in offices, some were based from
9 home offices throughout Florida.

10 Q By "the local staff," you are
11 referring to those 11 that you said went out and
12 visited properties?

13 A Correct.

14 Q And some of those worked from
15 home and some were based in the office?

16 A Correct.

17 We had a small satellite office
18 in Jacksonville, Florida, and a small satellite
19 office in Miami, Florida.

20 MR. KLEIN: Going back in
21 the record, David, I think you
22 said 29 in addition to 11, so I
23 think that's 40.

24 I think it's 19, just to
25 clarify.

1 Steen

2 A Thank you. I didn't pick up on
3 that.

4 Q So it's 11 local and then 19 were
5 the office staff?

6 A Correct.

7 Q And can you approximate for me
8 how many people employed by CGI worked on
9 Florida from out of state?

10 A I mean, full time or part time?

11 Q Well, let's take FTEs.

12 How many full time equivalents?

13 A I guess the number would vary,
14 but, for example, the call center, they're
15 taking calls from multiple states.

16 So the call volume may be higher
17 one month than the next month. So I guess I
18 really don't know how much, like to come up with
19 an FTE number of how many calls they would
20 typically take from Florida versus Ohio or
21 versus California, because they service all of
22 our states but New York.

23 Q Well, for purposes of how you
24 split the revenues with NTHDC, does CGI come up
25 with a number of FTEs that are assigned to the

1 Steen

2 Florida contract from amongst its out-of-state
3 staff?

4 A For NTHDC, I mean, it's a fixed
5 fee contract. So they pay us a fixed fee and
6 our costs within that are probably basically
7 irrelevant to the Tampa Housing Authority.

8 Q For purposes of bidding in the
9 rebid, was any allocation made of FTEs in the
10 Columbus call center or other out-of-state FTEs
11 that were assigned to any of the states under
12 your jurisdiction?

13 A Yes.

14 Q So numbers were allocated for
15 those out-of-state employees in terms of the
16 FTEs that they performed for each one of your
17 jurisdictions, correct?

18 A Correct.

19 Q That would be done as part of the
20 rebid process?

21 A Part of the pricing for the rebid
22 process, yes.

23 Q And do you recall approximately
24 how many out-of-state FTEs were assigned to
25 Florida?

1 Steen

2 A I don't recall the specific
3 number.

4 I mean, there is a number, but,
5 as I sit here today, I can't recall what the
6 specific number of FTEs would have been.

7 Q What categories of work were
8 those FTEs in?

9 A Outside of Florida?

10 Q Yes.

11 A We would have IT support staff,
12 the call center staff, we have some accounting
13 staff located outside of Florida that support
14 our team, we have a full-time trainer, but I
15 don't know if there's any additional training
16 resources allocated to Florida beyond the
17 full-time FTE that we have within our office.

18 I think that would be it as far
19 as support staff.

20 Q In connection with the rebid, did
21 CGI enter into MOUs or memorandums of
22 understanding with each of its PHA bidding
23 partners?

24 A Yes.

25 Q And one MOU for each state that

1 Steen

2 it bid upon?

3 A Correct.

4 Q Were you responsible for
5 negotiating the MOU with the states within your
6 jurisdiction?

7 A Yes, in conjunction with
8 Marybeth.

9 Q And so with the NTHDC, am I
10 correct that you had a memorandum of
11 understanding for each of the states that you
12 bid on together with them?

13 A Yes.

14 Q At any point in time, did you
15 renegotiate the MOU after one was first signed?

16 A For the split or just in general?

17 Q Well, including the split, I am
18 including that within the renegotiation.

19 So at some point you signed these
20 MOUs for each of the states.

21 Does a new MOU ever get signed
22 for any of the states that you're bidding on
23 with NTHDC?

24 A Yes. If anything would have
25 changed, any substantive change to the original

1 Steen

2 MOU, we would have had to execute a new MOU.

3 Q Now, you just said "would have
4 had to."

5 I want to make sure I'm
6 understanding your testimony.

7 Are you saying that you
8 specifically recall that new MOUs were entered
9 into with NTHDC for one or more of the states
10 that were bid upon?

11 A I don't recall, but if, based on
12 this information that those were bid as split
13 states, then we would have -- if the state had
14 switched to a split state, then, yes, we would
15 have done a revised MOU to account for that.

16 Q You're saying you would have done
17 because the work allocation would have been
18 wrong from the original MOU if you went to a
19 49/51 split scenario?

20 A Correct. As part of our internal
21 corporate procedures, we would have had to
22 execute a new MOU to account for any changes.

23 Q So you're telling me what the
24 procedure, the required internal CGI procedure
25 was, correct?

1 Steen

2 A Yes.

3 Q Now leave that aside.

4 And now I'm asking you sitting
5 here today, do you recall entering into new MOUs
6 for any of your states with any of your PHA
7 partners after the original MOU was signed?

8 A I don't specifically recall, no,
9 but I'm confident we would have done that as
10 part of our normal process.

11 Q I understand that you are sitting
12 here today telling me, "If we had gone from 100
13 percent bidding subcontractor to 49/51
14 subcontractor our internal procedures would have
15 required that we get a new MOU," correct?

16 A Correct.

17 Q And, therefore, if that was done
18 with any of your states, you're assuming that a
19 new MOU was entered into?

20 A Confidently assuming, yes.

21 Q But sitting here today from
22 memory you don't have a recollection of that
23 happening; is that correct?

24 A Right. I don't recall sitting
25 down and signing that document with the client,

1 Steen

2 no.

3 Q And you don't recall having a
4 discussion with any of the PHA partners in which
5 you said, "Hey, we need to get a new MOU because
6 we have gone from 100 percent subcontractor
7 bidding to 49/51 bidding"?

8 A I don't remember a specific
9 conversation, no.

10 And with our -- with our Tampa
11 client, the client sits next to my office and we
12 talk basically daily.

13 So just because I don't -- I
14 guess -- we have lots of conversations. So I
15 guess I don't recall if we specifically sat down
16 and talked about the split, but our daily
17 conversations, it would have been very easy just
18 to have that come up as just a normal part of
19 our morning conversation.

20 Q I think you might be giving me
21 some explanation as to why you might not recall.

22 And I just want to make sure the
23 record is clear that the question is sitting
24 here today is it fair to say that you don't have
25 a recollection of having any conversation with

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Steen

any of the PHA partners, including Tampa, in which you discussed signing a new MOU to replace the old one after you switched from a 100 percent subcontractor bidding to 49/51 bidding; is that fair to say?

A That's fair to say.

I don't recall a specific conversation, but we have daily conversations.

Q In other words, sitting here today you don't recall having that conversation; is that correct?

A Right. Correct.

Q Now, let me ask the same thing with respect to Massachusetts.

Is it your understanding that CGI corporate procedures would require that the original MOU that was entered into when CGI was going to be a 100 percent contractor should have been replaced by a new MOU when the decision was made to submit a bid with Massachusetts on a 49/51 split?

MR. KLEIN: Object to form.

You can answer.

1 Steen

2 A Correct.

3 Q Sitting here today do you have
4 any recollection, a specific recollection of
5 whether or not that was done with respect to the
6 Massachusetts bid?

7 A I don't have a specific
8 recollection, no.

9 Q And sitting here today you don't
10 have any recollection of actually having a
11 conversation with somebody at the Cambridge
12 Housing Authority about that; is that fair to
13 say?

14 A Can you repeat that?

15 Q Sitting here today you don't have
16 a recollection of actual having a conversation
17 with anybody at the Cambridge Housing Authority
18 about entering into a new MOU?

19 A No.

20 Q That is a correct statement?

21 A That's a correct statement.

22 Q With respect to South Carolina,
23 do you have any recollection sitting here today
24 of entering into a new MOU with South Carolina
25 after the original one was executed?

1 Steen

2 A Not a specific recollection, no.

3 Q And sitting here today do you
4 have a specific recollection of ever having a
5 conversation with anyone at the Columbia Housing
6 Authority about entering into a new MOU with
7 Columbia Housing Authority?

8 A I don't have a specific
9 recollection, no.

10 MR. MAIR: Let's take a
11 two-minute break.

12 I think we may be done.

13 (Whereupon, at 3:33 p.m., a
14 recess was taken.)

15 (Whereupon, at 3:36 p.m.,
16 the deposition resumed with all
17 parties present.)

18 (Continued on the next page.)

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1 Steen

2 MR. MAIR: Back on the
3 record.

4 We are done.

5 (Whereupon, at 3:36 p.m.,
6 the deposition was concluded.)
7

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9 _____
SHAWN STEEN

10 Subscribed and sworn to
11 before me
12 this [REDACTED] day of [REDACTED], 2013.

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14 NOTARY PUBLIC
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I N D E X P A G E

Witness	Examination By	Page
Shawn Steen	Mr. Mair	4

EXHIBITS

Plaintiff's Exhibits	Description	Page
42	A one-page document	27

C E R T I F I C A T E

STATE OF NEW YORK)

) ss.

COUNTY OF NEW YORK)

I, MARGARET M. HARRIS, a Shorthand
(Stenotype) Reporter and Notary Public of
the State of New York, do hereby certify
that the foregoing Deposition, of the
witness, SHAWN STEEN, taken at the time
and place aforesaid, is a true and correct
transcription of my shorthand notes.

I further certify that I am neither
counsel for nor related to any party to
said action, nor in any wise interested in
the result or outcome thereof.

IN WITNESS WHEREOF, I have hereunto
set my hand this 29th day of July, 2013.

MARGARET M. HARRIS